

## **LEGAL SERVICES - STATEMENT OF WORK - THAILAND**

### **STATEMENT OF WORK FOR LEGAL SERVICES IN THAILAND**

The services identified below are required by the United States Government (USG) initially in relation to existing leases for the Chief of Mission Residence (CMR) in Bangkok and the Consul General Residence (CGR) in Chiang Mai. Both the CMR and CGR are leased to the USG by the Kingdom of Thailand (MFA). The CMR lease started on January, 1947 and has been periodically renewed by diplomatic notes ever since. The CGR lease began on September 1, 1950, and has been similarly renewed. The USG intends to continue occupying both properties for the near future. The MFA has expressed its intention to raise the annual rent of both leases substantially from current rental rates to current market rental values for commercial real estate rates in each city. Similar advice regarding other leases identified at a later date may be required as well.

The USG requests attorneys to submit bids based on an initial estimate of up to 100 hours for: legal research; memoranda on local laws and regulations; consultations with USG officials by video, telephone and in-person; consultations with local service providers hired by the USG, or MFA officials as required by the USG; review and drafting of leases and related documents; identifying available legal strategies to assist the USG in deflecting the imposition of new rental rates; and providing general client support customarily provided to international and diplomatic clients by law firms practicing in Bangkok. Bids must account for providing all services, some more than once, during the contract period, as further set out below.

#### **Services Required**

When the applicable notice to proceed is issued, the selected attorney shall:

1. Review all relevant transactional documentation and advise the USG as to the following within ten business days of notice of award:
  - a. Any recent legislation in Thailand that supports the request by the MFA to impose commercial real estate rental values to the real property used as diplomatic facilities by the United State.
  - b. Whether changes and/or modifications are required in the leases, aside from rent adjustments, in order to comply with Thai laws.

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- c. Whether significant legal considerations are present that could prevent or substantially complicate the execution of new leases, or renewals of the existing leases, for the CMR and CGR.
  - d. Whether any special considerations relating to the status of the tenant as a foreign mission apply or influences the proposed action by the MFA.
- 2. Review all proposed documents and assist with necessary revisions to take into consideration terms and conditions favorable to the USG, and assist with any approvals, when requested, that must be obtained from the applicable governmental authorities.
  - a. Advise on whether an option agreement or lease can (or must) be registered in order to ensure its enforceability, and the basic process for doing so.
  - b. Discuss the impact of the USG renewing the existing leases in Bangkok and Chiang Mai, according to their terms, in advance of January 1, 2021, on the ability of the MFA unilaterally to impose rental increases on the USG that could take effect during the one-year renewal period.
- 3. Confirm that the owner -
  - i. holds an unencumbered title or its local equivalent to the property and is lawfully entitled to lease the property to the USG.
  - ii. has complied with all necessary requirements to lease the property to the United States.
- 4. Confirm that the leases do not violate any legislation, regulations or rules issued by the local or national government or other applicable authority.

## **Invoicing**

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The firm awarded the legal services contract shall submit invoices for services rendered and accepted by the USG in accordance with each Task Order on a monthly basis, regardless of the amount of time spent during the preceding month. Should the approved funds be exhausted before the completion of all services required by the USG, the USG may choose at its sole discretion to amend the contract to increase funding available to maintain the services and support needed to complete its business.

### **Representation of the USG in Legal Proceeding**

Under no circumstances shall the firm retained file any document or participate in any legal or quasi-legal proceeding on behalf of the USG without the express permission of the USG.

### **Proposals**

Price proposals must be in the form of cost per hour per attorney for up to 100 hours of service in total, disclosing each attorney's hourly rate.

In addition to the completed Pricing Proposal, please submit the following reports or documents to the Contracting Officer along with your quote:

1. Brochures of the firm and its real estate practices.
2. Resumés of the attorneys that will be assigned to the work
3. A recent sampling of lease negotiations support provided to other foreign missions in Thailand, if any.